



恒生商业 e-Banking 服务条款及细则

本条款及细则（“本条款及细则”）适用于恒生银行（中国）有限公司分/支行向接受本条款及细则的客户（“客户”）提供的恒生商业 e-Banking 服务（“商业 e-Banking”）。任何使用商业 e-Banking 的客户均须遵守本条款及细则。在申请和使用商业 e-Banking 之前，客户须仔细阅读本条款及细则以确保完全理解和接受。**如客户申请、注册使用或继续使用商业 e-Banking，银行有权视客户已经无条件及不可撤销的接受本条款及细则的约束。**

商业 e-Banking 仅旨在按照相应适用法律提供此服务为合法的司法管辖区内及时间内提供。商业 e-Banking、本条款及细则、因特网网站页面和其它与商业 e-Banking 相关的信息并非旨在向前述司法管辖区以外的人士提供或使用。**进入商业 e-Banking 网页的任何人士必须知悉并遵守一切对其适用的法律和限制（包括但不限于中国法律）。**

除非上下文义另有所指，本条款及细则中相同的词语应赋予相同涵义的解释。

特别提示：本条款及细则包括免责声明和客户应知的重要事项。黑体及下划线字体的条款是关于银行的责任限制或免除或其它重要事项，客户须特别留意。客户如有疑问，请咨询银行，如有任何异议，请勿申请、注册或使用商业 e-Banking，也不得在与商业 e-Banking 服务相关的任何网页按下任何表示接受的按键，否则，客户即确认其已仔细阅读及完全明白本条款及细则；以及同意无条件地遵守本条款及细则。

1. 商业 e-Banking

- a. 商业 e-Banking 将根据本条款及细则通过银行指定的由银行或者代表银行建立、经营和/或维持的因特网网站（“因特网网站”）提供。在遵守本条款及细则的前提下，客户可以通过商业 e-Banking 的平台向银行发出指令并与银行沟通，以进行相关的交易、操作其账户或获取相关的银行产品/服务、资料、利益或者优惠。使用商业 e-Banking 而完成的任何操作、交易、服务、产品、资料、利益或优惠须受(i)本条款及细则；(ii)适用于有关账户、操作、交易、服务、产品、资料、利益或优惠的一切条款及条件(包括但不限于，银行向客户或接受者发送或提示的各类条款与条件、须知、告知、通知等)（“具体交易条款与条件”）；以及(iii)银行的《重要声明及互联网保密政策声明》及银行在因特网网站上发布的其它声明的约束。本条款及细则应被视为是具体交易条款与条件的补充，如具体交易条款与条件与本条款及细则有任何不一致，就商业 e-Banking 而言，应以本条款及细则为准。客户通过商业 e-Banking 获取若干银行服务的某些具体交易条款与条件也可能以附件的形式不时规定在本条款及细则后面，客户亦须给予遵守。若此等附件与本条款及细则的规定有歧义，则就商业 e-Banking 而言，应以本条款及细则为准。
- b. 作为商业 e-Banking 的一部分，银行有权通过因特网网站公布、上传、提供由任何人士（“资料提供者”，包括向资料提供者提供任何资料的任何其他人士）提供的有关金融、市场或其它方面的信息或资料（“电子银行资料”）或者以任何形式、媒介或方法根据电子银行资料或其它资料汇编出来的报告（“报告”）。
- c. **银行有权随时决定和更改商业 e-Banking 的范围、内容和种类，**包括但不限于：
 - i. 随时增加、改变或减少商业 e-Banking 的范围、内容和种类；
 - ii. 随时规定和更改商业 e-Banking 的任何使用条件或限制，例如客户使用商业 e-Banking 可能进行的任何交易或买卖的每日最低和最高限额或种类；
 - iii. 随时规定和更改提供商业 e-Banking 的正常服务时间，以及任何种类的商业 e-Banking 的每日截止时间。银行在其随时规定的任何每日截止时间之后收到的任何客户指令，将视为于下一个营业日收到。银行可参照在不同时区运作的各个市场的时间来规定营业日和每日截止时间。
- d. 为提供商业 e-Banking，银行可以要求客户指定或注册一个或多个特定账户。

2. 被授权用户

- a. 为使用商业 e-Banking，客户应根据银行规定的程序，指定银行准许的一人或多人作为主要使用人（“主要使用人”）代表客户使用商业 e-Banking 及进一步指定、取消、管理其他使用人（“一般使用人”）。主要使用人指定或取消一般使用人亦应遵守银行规定的程序，且其就一般使用人向银行提出的任何申请和发出的任何指令均被视为完全代表客户和对客户有约束力。商业 e-Banking 仅能由主要使用人和一般使用人（合称“被授权用户”）代表客户使用，不得由任何其他人士使用。就商业 e-Banking 而言，被授权用户被视为客户的完全代表，被授权用户使用商业 e-Banking 被视为等同客户的使用，被授权用户的任何指令被视为等同客户的指令，银行对被授权用户作出任何行为例如执行其指令或发出任何通知即被视为对客户有效的作出，均对客户有完全的约束力。客户须确保及促使被授权用户严格遵守本条款及细则和与商业 e-Banking 有关的银行的任何规定。**客户须对被授权用户使用商业 e-Banking 的任何行为、疏忽和后果对银行承担完全的责任。**
- b. 第一次使用商业 e-Banking 时，客户须以在线方式或银行可能随时规定的其它方式进行注册，表明其接受与使用商业 e-Banking 有关的所有条款与条件，并提供银行为识别客户和被授权用户的身份而可能合理要求的资料。一旦客户注册使用商业 e-Banking，即被视为其已向银行保证其就商业 e-Banking 向银行提供的一切信息均为真实、完整和最新的。

- c. 客户不得为任何非法目的或活动使用或在明知的情况下允许任何其他人士为任何非法目的而使用商业 e-Banking、电子银行资料和/或报告。客户如知悉上述使用行为，应在可行情况下尽快通知银行。
- d. （除非证明存在明显错误）银行关于客户和被授权用户使用商业 e-Banking 的任何记录包括电脑记录应被视为客户使用商业 e-Banking 的惟一、完全和准确的记录。银行可以在任何司法管辖区的任何法律程序中出具此等记录并作为证据使用。

3. 用户名称和密码

- a. 客户应按照银行以在线或其它方式提供的指南指定用户识别码（“用户名”）和密码（“密码”），以便其在使用商业 e-Banking 时进行身份识别。客户可随时更改密码，但任何更改仅于银行接受时才生效。除非得到银行书面同意，否则不得更改用户名。
- b. 客户应诚信行事，并作出合理的谨慎和努力，对用户名和密码保密。客户在任何时候和任何情况下均不得向任何其他人士透露用户名和/或密码。客户应对任何意外或未经授权向任何其他人士透露用户名和/或密码的行为负责，并承担用户名和/或密码被未经授权的人士使用或被用于未经授权的用途的风险。
- c. 如发觉或怀疑用户名和/或密码被透露给任何未经授权的人士或有任何未经授权人士使用商业 e-Banking，客户应在可行的情况下尽快亲自或通过银行允许的其它方式通知银行（银行可要求客户书面确认所提供的任何详情）。在银行实际收到上述通知之前，客户仍应对未经授权人士使用商业 e-Banking 或商业 e-Banking 被用于未经授权的用途负责。

4. 保安编码器

- a. 保安编码器为银行向客户提供的（并非基于任何义务而提供）用以生成一次性密码的电子装置。客户应在任何时间均保持密码和保安编码器的安全、隐秘，并采取合理措施避免被未经授权者使用。如果任何保安编码器未能正常运作，客户须尽快通知银行，银行会采取所有合理措施加以纠正，但是除此之外，银行无须向客户承担任何其它的责任。
- b. 银行无须就任何保安编码器违反任何有关良好品质、适销性或适合作所述用途的隐含条款而承担任何责任。银行不会就客户因使用保安编码器而直接或者间接受到的损失或损害承担任何责任。

5. 指令

- a. 客户必须使用用户名、密码和保安编码器登录以使用商业 e-Banking 并向银行发出在线指令（“指令”）。客户给予银行的任何商业 e-Banking 服务指令，必须以银行规定的方式发出，并且在银行实际收到之前，不被视为已由银行收到。
- b. 客户不可撤销地授权银行按指令完成有关账户的借记与贷记。客户应确保有关的账户中有为进行任何交易所需的足够资金或预先安排的信用额度。银行不负责其因资金和/或信用额度不足而未能执行任何指令所引起的或与之有关的任何后果。但银行在上述资金不足的情况下，仍可无须事先通知客户或取得其事先批准而自行酌情决定执行任何指令，由此产生的任何透支、垫款或借记金额由客户负上全部责任。
- c. 客户应指定相关账户并授权被授权用户通过商业 e-Banking（且不得通过任何其它方法）单独操作该账户，而无论目前对于该账户的操作是否有相反的规定或者安排（包括任何交易限制）。为避免歧义，任何与前述规定相反的规定或者安排应被视为已在本第 5(c) 条的范围内被修改。客户承认，除遵守客户和/或银行可能设定的使用商业 e-Banking 的每日限额或其它限制外，被授权用户可发出指令，并完全代表客户，以被授权用户认为适当的任何方式操作任何及所有客户的相关账户（包括但不限于从账户中提取资金和/或向其自身和/或任何其他人士转移资金，无论是否供其个人使用或为了其个人的利益）。客户在此授权银行根据本条款及细则执行一切指令，并且确认银行无任何义务核实任何指令的恰当性或完整性。
- d. 通过使用用户名、密码和保安编码器而发出的任何指令，将被视为是客户的真实、有效指令，一经发出，未经银行或汇丰集团有关成员同意，不得取消或撤回。上述指令一旦被银行或汇丰集团的有关成员诚信理解并已依其行事，即为不可撤销的，并且对客户具有约束力，而无论该等指令是由客户或被授权用户或是由声称是客户或被授权用户的任何人士发出。客户应负责确保所有通过商业 e-Banking 发出的指令（包括但不限于从账户中汇出资金的指令）的真实性、准确性、充分性及完整性。如果客户指令不真实、不准确、不充分或不完整，银行无须对由此造成的任何损失、延误或其它后果负责。除核实用户名、密码和保安编码器外，银行和汇丰集团有关成员无义务核实任何指令发出人的身份或任何指令的真实性。
- e. 只有在银行认为依指令行事是实际可行而且合理的情况下，银行才会根据其正常业务惯例和程序依指令行事。若出现（但不限于）以下任一情况，银行可行使绝对酌情权（但无义务）拒绝依照或延迟依照客户指令行事，且无须就此承担任何责任：
 - i. 该项指令会导致超越银行对客户或被授权用户所订定的某项限额；
 - ii. 银行知道或怀疑客户的一个或多个账户的运作或者商业 e-Banking 在安全方面受到破坏；
 - iii. 银行已根据本条款及细则暂停或终止提供商业 e-Banking；
 - iv. 根据客户指令行事与银行正常业务惯例和程序不符。

如果银行根据本条款未依照或延迟依照客户的指令行事，银行会在合理情况下尽快通知客户。

- f. 银行未必能于收到客户指令后即时进行交易。虽然商业 e-Banking 为网上服务，可以在银行办公时间以外使用，但是客户须注意，某些事宜的处理需要一定的时间，某些客户指令只能在银行的正常办公时间内办理。

- g. 银行会以在线方式提供关于指令已被收到的通知或确认。上述通知或确认一旦发出，客户即被视为已收到该等通知或确认，客户有责任及时查询、核对该等通知或确认。如在收到类似通知或确认一般所需的时间内仍未收到上述通知或确认，则客户有责任就此立即向银行进行查询。**客户未履行前述责任而造成的任何延误或损失，银行无须负责。**
- h. 客户确认及同意，由于通过因特网网站传输指令、资料或通讯存在时间延迟，银行在因特网网站所提供的关于客户账户或交易的资料可能未必是实时的，也可能未必反映客户查询时的当时情况，只仅供客户参考。但是，除非证明存在明显错误，银行就客户账户、交易和商业 e-Banking 的任何使用的记录应是最终的。
- i. 银行有权以银行规定的任何币种进行任何支付，并可要求客户以银行规定的任何币种进行任何支付。如需将一种货币折算为另一种货币，则应按照银行确定的在相关外汇市场相关时点通行的汇率进行折算，上述关于汇率的确定应是最终的，并对客户具有约束力。
- j. 银行在因特网网站上或以其它方式就在线查询报出的任何汇率、利率、交易费率及其它价格和信息仅供参考之用，对银行不具有约束力。银行就有关交易报出的任何汇率、价格和息，一经客户接受即对其具有约束力，尽管银行之前曾报出任何不同的汇率、价格或信息。
- k. 作为商业 e-Banking 的一部分，如客户向银行发出指令要求银行代客户将若干信息转交第三者，而银行同意按其要求行事，银行只会尽合理努力并在收到此等客户指令的合理时间内，将任何该等信息递交至客户指令中所指定的地址。客户须自行确保相关地址的准确性、有效性，以及要求银行所转交的信息为合法、完整、准确和不会引致银行被指控或控诉（例如信息不得与任何诽谤、侵犯任何其他第三方之隐私或者权益有关）。
- l. 使用商业 e-Banking，客户可不时通过在线以外的书面形式向银行发出指示（“书面指示”），该等书面指示只能按照银行不时规定的方式发出，并且直至银行实际收到后才生效。客户在此授权银行，如果客户的此等书面指示是以电子邮件、传真或其它电子通讯方式发出，**客户在此授权银行可不时按照该等指示或要求行事，而无须再次取得客户的确认或者授权，客户同意银行无须就因电子邮件、传真或其它电子通讯属于未获授权或欺诈而给客户或第三方造成的任何损失或损害负责，客户同意对银行由于执行此等传真或其它电子通讯而发生的损失进行完全的补偿。如果由于银行执行客户的书面指示而导致任何延误或者损失，银行无须负责。**如果银行发现客户的书面指示有任何不清楚或冲突之处，银行可以选择不按照该等指示行事，但会在合理的情况下尽量通知客户，**由此造成的任何延误或者损失，银行无须负责。**

6. 费用

银行保留就使用和/或终止商业 e-Banking 收取和更改费用的权利。银行应在其随时确定的任何费率生效前向客户发出合理的通知。如果客户在生效日期或之后继续维持或使用商业 e-Banking，则该等费率应对客户具有约束力。银行可按其规定的方式和时间向客户收取费用。

7. 客户的承认、承诺和责任

- a. 客户保证向银行提供银行为商业 e-Banking 而随时合理要求的资料。客户授权银行将有关客户、被授权用户及其账户和/或银行代表客户执行的交易的资料（合称“客户资料”），按照银行随时制定的有关使用客户资料的政策或类似政策使用，并且在下列任一情况下，向相关人士（不论在中国境内或境外）披露或传达：
- i. 向银行潜在的或实际的受让人、银行对客户享有的相关权利的受让人、参与行使银行对客户权利的当事人、银行所有或任何部分资产或业务的受让人、或其权利与客户相关的任何人士披露；
- ii. 为任何目的，包括但不限于为了进一步将该等信息向任何司法管辖区的监管当局、政府部门、任何法院或者司法机关提供的目的，向银行的母行、银行设在任何地点的分支机构、恒生集团成员和/或汇丰集团成员(合称“银行关联方”)进行披露；
- iii. 向银行或银行关联方的联营企业、代理人、承包商或第三方服务提供者(包括任何与银行或银行关联方签约向银行或银行关联方提供管理、电信、计算机、付款、结算、数据处理、信用调查、催收欠款或银行业务外包服务的代理人、承包商或服务提供者)、专业顾问机构、资信调查机构、收账机构、市场推广服务机构和/或任何其他人士、机构或者组织（前提是银行认为对该等人士、机构或者组织的披露是为银行的经营管理所必需的或者是适当的），或者是为满足随时适用于银行或银行关联方和/或其财产的任何法律、法规、命令、由任何监管当局、政府部门、交易所或者专业团体所发布的规则、指令、指引、通知或者限制(无论是否具备法律效力)(统称“适用法律”)所必需的；
- iv. 向银行或银行关联方的审计师、会计师或法律顾问披露；
- v. 银行应任何司法管辖区的任何适用法律、法庭命令、银行监管或监督机关、政府机构或行业协会的要求而披露；
- vi. 根据客户与银行另行签署的任何其它协议，客户授权银行作出的披露。

客户保证就以上授权披露已经获得被授权用户和其他被涉及的第三方的同意（如适用）且将维持此种同意。客户或银行终止商业 e-Banking 不影响或终止客户对银行就服务终止时银行所持有的客户资料按照如上约定而作出的授权。

- b. 客户不得（也不得试图）对商业 e-Banking、任何因特网网站或其中包含的任何软件的任何部分进行反编译、反向工程、翻译、转换、适配、更改、修改、增加、删除或以任何方式篡改或进入其中任何部分。

- c. 客户承认，其有责任通过正常交易渠道为交易之目的独立确定市场价格和费率，有责任在信赖并根据任何电子银行资料或报告行事前予以核实，且有责任就在所有适用法律下可能影响其使用商业 e-Banking、电子银行资料或报告、本条款及细则、任何交易和买卖的法律、税务和其它问题寻求独立的专业咨询意见。银行不得被视为在此方面曾给予客户任何意见、建议、保证或者承诺，银行并非客户的顾问或受托人。
- d. 客户确认并且无条件地接受及同意，银行无须对客户因技术性障碍或误用或未经授权使用商业e-Banking和/或密码，或因银行将其账户的资料披露予任何人士、或因进行加密交易、或因按照在商业e-Banking项下收到的加密指令行事而招致的损失负责。若客户未能遵守安全及保密要求，其须就未经授权的使用商业e-Banking而承担责任。银行在任何情况下都不会为此而承担任何责任。
- e. 客户使用商业e-Banking须注意防范风险，这些风险包括但不限于登录商业e-Banking的密码和数据等重要信息被他人猜出、窃取或通过病毒、假网站等手段获取，致使账户信息泄露、资金被盗和被他人恶意操作；或者由于内部控制疏漏被授权用户越权行事而发生损失等；以及银行不时通过因特网网站提示的其它风险。客户有责任采取适当的措施随时监控商业e-Banking的使用以及被授权用户和相关账户的指定或修改，及采取适当的安全措施防止商业e-Banking被未经授权的人士使用或被用于未经授权的用途。这些措施包括但不限于对被授权用户可以从相关账户中借记、提取或转账金额、规定每日最高限额或其它限制。客户应遵守本条款及细则，以及采纳银行就加强商业e-Banking的安全性所提供予客户的其它合理指令或建议。
- f. 客户承诺将按照银行要求，签署银行认为就提供商业 e-Banking 或履行、行使和维护银行在本条款及细则项下的义务、权力和权利所必需的或所适用的相关表格或文件、提供相关资料、或采取相关行动。
- g. 客户保证，其具有接受本条款及细则以及履行其在本条款及细则项下义务的全部权力和授权；并已采取或取得一切必要的公司内部或政府行动和批准，以接受本条款及细则、履行其义务和使用商业 e-Banking。客户进一步保证，上述接受、履行和使用均不会违反其组织文件或适用法律的任何条款或与之相冲突。
- h. 客户确认各类电子银行渠道（例如电邮、因特网或其它等）并非传送敏感数据的安全渠道，因为通过这些渠道传送信息有可能被第三方截取、窃取、篡改或者干扰。客户如果决定采用这些通讯方式，须自行承担相关风险。对于任何因未经授权的第三方获取、不正当使用客户与银行之间或应客户要求银行与第三方之间的通讯内容而造成的任何保密资料泄露或者其它损失，银行概不负责。
8. 知识产权、资料 and 资料提供者
- a. 客户承认并同意，商业e-Banking、电子银行资料、报告及其编辑、编集、构造、呈现和表达形式、格式、方式或方法（合称“保密资料”），均属于银行和各个资料提供者的商业秘密及专有财产，客户应对此承担保密责任。
- b. 除本条款及细则明确允许外，客户不得（亦不得试图）作出任何下述行为：
- i. 以任何方法向任何其他人士销售、转让、披露、转让、让与、出租、许可、共享、出借、派发、传输、广播、以有线电视或其它电子方式播送、传阅、下载、复制、复印或以其它方式提供或传播任何形式的保密资料，或者以商业方式使用任何保密资料；
- ii. 以任何方式作任何改动包括去除、抹去、消除、移动或修改保密资料上的或与保密资料一起出现的任何专有标记，包括但不限于任何商标或著作权公告；
- iii. 将保密资料纳入任何其它计划、资料中或与之组合。
- c. 上述披露限制不适用于下列任何保密资料：
- i. 法律强制要求披露的，但仅限于法律要求披露的范围，并且仅可在客户向银行发出关于披露要求的书面通知后作出；
- ii. 银行已明确地以书面同意披露的保密资料。
- d. 客户同意，对保密资料的（或与之有关的）一切权利、所有权和利益，以及任何及一切相关的著作权、专利、商标、服务商标、专有财产、商业秘密和专有作品，均属于（并将持续属于）银行和各资料提供者的专有财产。除根据本条款及细则访问商业 e-Banking、电子银行资料和报告的权利外，银行和/或任何资料提供者并未向客户或任何第三方让与或转让任何权利、所有权或权益。客户不得作出任何陈述或任何行为，使任何第三方认为客户有上述任何权利、所有权或权益。
- e. 资料提供者可随时就其提供的任何电子银行资料的使用和获取制定条款及条件。客户在此等条款及条件生效之日或之后（经事先通知）如继续访问电子银行资料，即构成客户同意接受该等条款及条件。
- f. 所提供的电子银行资料和报告仅供参考之用，并不旨在用于交易或其它目的。银行和任何资料提供者均不得被视为是客户的受托人或者投资顾问。
- g. 银行和任何资料提供者均未就任何电子银行资料或报告的连续性、准确性、真实性、可靠性、充足性、及时性或完整性，或者是否适合于任何目的作出任何保证、陈述和担保。银行和任何资料提供者均不对客户或任何第三方依赖电子银行资料或报告而行事承担任何责任（无论是侵权行为的、契约的还是其它责任）。
- h. 电子银行资料将依原样提供，并标明直接向银行提供电子银行资料的资料提供者的身份。银行不应被视为已经认可任何资料提供者所提供的任何电子银行资料，或对上述资料发表任何意见，也不承担任何核对或核实任何电子银行资料的义务。银行

并未作出与任何种类的商业e-Banking、电子银行资料和/或报告有关的任何承诺、陈述或保证。银行或任何资料提供者的雇员或代理人亦从未也不会被授权作出任何承诺、陈述或保证。

9. 银行的责任

- a. 银行将在考虑可能随时适用于银行的任何法律、法规、规章、指导方针、通告、行为守则和通行的市场惯例后，采取合理可行的措施（按法规要求及符合通行的市场行业标准），以确保其商业 e-Banking 系统的安全性，以及控制和管理系统运行过程中的风险。
- b. 银行、任何汇丰集团成员或任何资料提供者均未有作出下述保证或陈述：商业e-Banking、电子银行资料和报告不存在任何可能对客户的硬件、软件或设备产生不利影响的病毒或其它破坏性功能。
- c. 对于因下列行为或情况而引起的或与之有关的后果，银行或任何汇丰集团成员均不会对客户或任何其他人士承担任何义务或责任，除非第 10(b)条适用，或者该等后果是因银行、汇丰集团任何成员或其各自的高级职员或雇员的故意不当行为或重大过失而造成（且仅限于由此造成的可合理预见的直接损失和损害（如有）或有关交易的金额（以金额较低者为准））：
 - i. 客户或任何其他人士（不论是否获得授权）使用商业e-Banking和/或由于使用而访问任何电子银行资料、报告或任何其它资料；或
 - ii. 在提供商业e-Banking、传输与商业e-Banking有关的指令或资料或与因特网网站连接时，由于银行不能合理控制的任何作为、不作为或情况（包括但不限于任何通讯网络的故障，任何第三方服务提供者的作为或不作为、机械故障、电力中断、功能障碍、停止运作，设备、安装或设施的不足，任何法律、法规、规章、准则、指令、监管指导原则或政府命令（无论是否具有法律效力）的发布、变更或实施）而引起的任何干扰、中断、中止、延迟、损失、无法获得、残损或其它故障；或
 - iii. 在任何通讯网络提供者的任何系统、设备或工具中传输或存储任何与客户、被授权用户、商业e-Banking、通过商业e-Banking进行的交易或业务有关的资料和/或信息；或
 - iv. 与商业e-Banking有关的设备提供者所提供的任何设备、软件或相关的用户文件，包括但不限于保安编码器；或
 - v. 为商业e-Banking所需的而非受银行控制的任何设备、服务或情况。
- d. 在任何情况下，银行、任何汇丰集团成员或任何资料提供者，均不会就任何附带的、间接的、特殊的、相关的或惩罚性的损害（包括但不限于任何使用、利润、储蓄或资料的损失）而对客户、被授权用户或任何其他人士承担责任，无论银行等是否获知此等损失或损害的可能性。

10. 客户的责任

- a. 除非第 10(b)条适用，否则客户应对客户、被授权用户或任何其他人士（无论是否获得授权）因使用商业e-Banking和/或因该等使用而访问任何电子银行资料、报告或任何其它资料而引起的或与之有关的一切后果承担全部责任。
- b. 不影响第 3(c)条的规定，如果银行合理地认为，客户和被授权用户没有过失、欺诈或过错，则客户在商业 e-Banking 被用于未经授权的交易过程中因下列原因而发生资金损失或错误存放的，客户无须承担责任：
 - i. 电脑犯罪，条件是如果银行根据第 9(a)条采取风险控制和管理措施，该等犯罪行为可被防范；或
 - ii. 银行内部的人为或系统错误；或
 - iii. 因银行或其高级职员或雇员的故意不当行为或重大过失而引起的付款无效或错误付款。
- c. 如因提供商业e-Banking、电子银行资料或报告、客户违反本条款及细则或任何适用法律、或银行根据本条款及细则行使其中权利，而使银行、任何汇丰集团成员、任何资料提供者及其各自的高级职员和雇员发生任何种类的责任、被索赔、被指控、损失、损害赔偿、费用、或开支（包括但不限于任何律师和法律费用），客户应对此给予全额的补偿，除非该等损失或责任是由于银行、任何汇丰集团成员、任何资料提供者及其各自的高级职员和雇员的故意不当行为或重大过失所造成，或者除非第 10(b)条适用。

11. 软件及硬件

- a. 银行可随时自行变更或升级其软件、硬件、运作系统等。客户应随时在适当时自行承担有关费用确保采购、保养及更新/升级所有软件、计算机及通讯系统，以确保与银行系统的兼容。确保自身的软件、硬件、运作系统等与银行的相匹配是客户独有的责任，银行无义务就此提供支持。
- b. 客户应采取所有合理的、切实可行的措施确保其用以连接商业 e-Banking 的计算机或其它装置不受任何计算机病毒或相似装置或软件的影响。由于客户可以通过银行无法控制的公开系统例如互联网或其它方式连接商业 e-Banking，因此，客户必须确保其为连接商业 e-Banking 而使用的任何计算机或其它装置能够充分地防止病毒入侵或受到其它破坏或干扰。
- c. 若客户于中国以外的国家或司法管辖区使用商业e-Banking，客户有责任遵守当地法律。银行不会就客户因不能够在中国以外的国家或司法管辖区使用商业e-Banking而受到的损失或损害承担责任。

- d. 鉴于商业e-Banking的性质，银行对客户因使用商业e-Banking而导致的资料、软件、电脑、电脑网络、电讯或其它设备的任何损失或损害概不负责，除非该等损失或损害乃直接及完全由银行的疏忽或重大过失所引致。

12. 不可抗力

银行或客户无须对因超出其合理控制范围的情况而导致的延误或无法履行本条款及细则而承担任何法律责任，该等情况包括但不限于电讯、数据通讯、电脑系统及相关服务出现故障、失灵或不能应用、战争、骚乱、政府行动、罢工、封厂或其它工业行动或劳资纠纷（不论是否涉及银行或客户的雇员）。由此而引致的任何延误或不履行不会被视为违反本条款及细则，而履行受影响义务的时间将按实际情况作合理的顺延。

13. 变更和终止

- a. 在遵守适用法规的前提下，银行有权随时暂停或终止任何或全部商业e-Banking，或者暂停或终止客户或被授权用户使用商业e-Banking。假如银行已就某项服务向客户收取费用，而银行并未能提供该项服务（为免疑问，此处有关收费并非指银行就商业e-Banking整体向客户定期收取的任何费用），银行将退还此等款项，除退还上述款项外，银行对客户和被授权用户不再负有其他责任。
- b. 不影响其它规定，如发生以下任一情况时，银行有权（而非义务）立即终止客户或被授权用户使用商业e-Banking而无须提前通知或者取得其同意，亦无须承担任何责任：
- i. 客户利用商业e-Banking系统差错或故障不当地取得利益或者造成他人损失；
 - ii. 出于非法目的，客户利用商业e-Banking进行不正当交易；
 - iii. 银行认为存在有第三方假借客户身份盗用商业e-Banking的可能。
- c. 客户可随时向银行发出至少五个工作日的事先书面通知终止使用商业 e-Banking。
- d. 本条款及细则中依其本义需要在商业 e-Banking 和/或对商业 e-Banking 的使用暂停或终止后继续有效的一切规定，应在商业 e-Banking 暂停或终止后继续完全有效，这些规定包括但不限于第 7、8、9、10 和 11 条。尽管有上述暂停或终止规定，只要本条款及细则与客户仍须履行的任何义务或法律责任有关，客户仍将继续受本条款及细则的约束。

14. 抵销

银行可无须事先通知客户，有权随时将客户（不论是以客户的名义单独开立的或是以客户和任何其他人士的名义联名开立的）在银行开设的任何账户内的任何余额进行组合或合并，予以借记、抵扣、转移以与客户无论基于任何原因欠付银行的任何债务相互抵销，无论这些债务是实际的还是或有的，无论是客户单独欠付的或是客户与任何其他人士共同欠付的，也无论这些债务的付款地、银行办理业务的分支机构或者双方各自义务所涉及的币种。如果抵销要求将一种货币转换成另一种货币，汇率将按照银行在抵销时所合理决定的兑换率计算。如果任何债务尚未确定，银行可按其保有的信息予以审查和计算及进行抵销。

15. 修改

银行可随时修改本条款及细则。银行可通过在因特网网站上张贴或通过展示、广告或银行认为合适的其它方法通知客户或公告此等修改。如果客户在公告之后或在收到相关通知之后继续维持或使用商业 e-Banking，则此等变更即对客户具有约束力。

16. 通讯

- a. 银行有权随时规定发出与商业 e-Banking 有关的通知的形式（无论是书面或任何其它形式）以及每种通知的生效方式。
- b. 除非本条款及细则或银行另有规定，专人递交或以邮寄、传真、电传或电子邮件发出的通知，应于下列时间视为已由客户收到；专人递交的，于专人递交之时或将通知留置于客户最后书面通知银行的地址之时即视为客户已收到；以邮寄方式发出的，如上述地址在中国境内，则于邮寄后两天视为客户已收到；如上述地址在中国境外，则于邮寄后七天视为客户已收到；以传真、电传或电子邮件发出的，于向客户最后书面通知银行的传真或电传号码或电子邮件地址发送后即视为客户已收到。客户发给银行的任何通知须于银行实际收到之日视为已向银行交付。

17. 可分割性

本条款及细则的每项规定是可分割的，并且独立于其它规定。如果一项或多项规定在任何时候根据任何司法管辖区的法律在任何方面成为不合法、无效或不可强制执行，其它规定的合法性、效力或可强制执行性应不受影响。

18. 弃权

银行的作为、延迟或不作为均不影响其在本条款及细则项下的权利、权力和补救措施，也不影响对上述权利、权力或补救措施的任何进一步行使。本条款及细则项下的权利和补救措施是对法律规定的权利和补救措施的补充，且不排除法律规定的权利和补救措施。

19. 其它规定

- a. 本条款及细则对客户的所有合法继承人亦具有约束力。
- b. 本条款及细则中凡提及“人”或“人士”既包括自然人也包括任何公司、个人独资企业、合伙企业、政府部门或其他组织或实体。
- c. 本条款及细则中凡提及“交易”泛指银行根据或基于客户的指令而完成的任何及所有银行服务例如转账、取款、存款、交易、买卖、受理和处理单据、通知、操作、行为或其它。
- d. 银行可指定任何人士作为其代理人（包括任何律师事务所或其他经银行授权的债务催收公司），催收客户拖欠银行的任何或一切债务。客户应负责承担银行每次为此目的而合理发生的一切合理的费用与支出。
- e. 本条款及细则中提及的“银行”，对于与通过商业 e-Banking 办理的任何交易而言，是指相关交易所涉及的客户账户所在的恒生银行（中国）有限公司分行或支行；对于与通过商业 e-Banking 办理的任何交易无关而只就一般性的申请、使用、取消商业 e-Banking 而言（例如变更被授权用户、重设密码、更换保安编码器等），是指受理和批准客户提出商业 e-Banking 服务申请的恒生银行（中国）有限公司分行或支行。

20. 适用法律和管辖

- a. 商业 e-Banking 和本条款及细则及本条款及细则项下各方的权利和义务受中华人民共和国（为此目的，不包括香港特别行政区、澳门特别行政区和台湾，简称“中国”）的法律管辖，并按其解释。
- b. 在本条款及细则履行期间，凡因履行本条款及细则所发生的或与之有关的一切争议、纠纷，各方可协商解决。协商不能解决时，对于与通过商业 e-Banking 办理的任何交易有关的争议，如果本条款及细则第 1(a)条所规定的适用于该交易的具体交易条款与条件或附件对于司法管辖有约定的，按此约定处理，没有约定或者争议不涉及通过商业 e-Banking 办理的任何交易而只与商业 e-Banking 本身有关的，客户或银行应向银行所在地有管辖权的法院起诉。该等法院均行使非专属司法管辖权，银行有权在任何其它拥有管辖权的法院提请解决相关争议和纠纷。诉讼期间，本条款及细则不涉及争议部分的条款仍须履行。

21. 联系方式

客户在使用商业 e-Banking 的过程中，如果遇到问题或者无法获得商业 e-Banking 时，可按互联网网站上注明的方式联系银行进行查询或咨询。

附件一：适用于汇款的其它条款与条件

1. 客户须仔细参阅所有与汇款业务有关的银行条款与条件。
2. 汇款指令申请一经发出，除非经银行书面同意，客户不得取消、撤销或修改其申请或其中条款。
3. 所有因汇款而引起的银行、银行的代理行和代理机构的一切费用，概由客户承担。银行可以收取及保留任何人士或机构因汇款申请而给予银行的任何利益。
4. 处理汇款指令采取结算所自动转帐、电汇或其它方式，概由银行酌情决定。
5. 有关汇款的电文银行可采取显白语言、暗码、密码或者其它形式的电子传送讯号发出，对于代理行、分支代理机构或其他代理机构的一切错误、疏忽或过失，银行概不负责。
6. 因下列情形而引致的任何损失，银行概不负责：讯息、讯号、书面文件、电报或其它文件在邮寄或传送过程中发生错误、残缺、遗漏、中断或延误；代理行、分支代理机构、其他代理机构、清算机构或其他第三方的行为；战争、检查、封锁、叛变或者骚乱；任何国内或国外政府、其他团体或行使政府权力的当局所发布的法律、法规、条例、管制、命令等；任何电脑、机械或电子仪器、设备或装置的损坏或故障；或其它超出银行控制的行为或者情况。
7. 要求即日收款之汇款申请，须受目的地所在之地理区域截止时间限制。
8. 所有汇出款项均受国家外汇管理局及有关当局的法规监管。



Hang Seng Business e-Banking Terms and Conditions

These terms and conditions (the "Terms and Conditions") hereunder govern the Hang Seng Business e-Banking services (the "Business e-Banking") provided by the branch/sub-branch of Hang Seng Bank (China) Limited to the customer who accepts the Terms and Conditions (the "Customer"). Any and all Customers making use of Business e-Banking shall abide by the Terms and Conditions. The Customers must read these Terms and Conditions carefully to ensure full understanding and acceptance before applying for and using the Business e-Banking. **If the Customer applies or registers to use or continue to use Business e-Banking, the Bank shall be entitled to regard the Customer having irrevocably and unconditionally accepted to be bound by all these Terms and Conditions.**

The Business e-Banking are offered only in jurisdictions where and when they may be lawfully offered. Business e-Banking Terms and Conditions Internet Site pages and other information relating to the Business e-Banking are not intended for access or use by persons in other jurisdictions. **Persons accessing the pages of Business e-Banking must be fully aware of and observe all applicable laws and restrictions (including but not limited to the laws of the People's Republic of China).**

Unless the context refers to otherwise, all terms in the Terms and Conditions shall bear the same meaning. .

Important Note: The Terms and Conditions include disclaimers of liability and other important matters of interest to the Customer generally. Please pay particular attention to the terms in bold and underlined which is related to the limitation or exemption of the Bank's liabilities or other matters of importance and in case of any queries please consult the Bank. If the Customer has any concerns about the terms hereunder, please do not apply register or use the Business e-Banking and do not press any button signifying Acceptance on any webpage in related to the services under Business e-Banking, otherwise, the Customer acknowledges that it has read carefully and fully understood the Terms and Conditions and agrees unconditionally to be bound by the Terms and Conditions.

1. Business e-Banking

- a. Business e-Banking will be provided by the Bank according to the Terms and Conditions through any Internet site established, operated and/or maintained by or on behalf of the Bank ("Internet Site"). Subject to the Terms and Conditions, it enables the Customer to give instructions to and communicate with the Bank via the platform of Business e-Banking for the purposes of conducting transactions, operating the relevant accounts, or obtaining banking services/products, information, benefits or privileges. Any operation transactions services products information benefits or privileges effected by using the Business e-Banking are subject to (i) these Terms and Conditions; (ii) the terms and conditions governing the relevant accounts transactions services products information benefits or privileges (including but not limited, any terms and conditions notices notes notifications announcements of various nature to the Customer or readers sent out or reminded by the Bank) ("Specific Transactional Terms and Conditions"); and (iii) the Bank's Important Message to Readers and Internet Privacy Policy Statement and other statement publicized in the Internet Site by the Bank. These Terms and Conditions are supplementary to the Specific Transactional Terms and Conditions and where there is any discrepancy, these Terms and Conditions shall prevail for the purposes of Business e-Banking. Additional terms and conditions applicable for any part of the banking services obtained by the Business e-Banking may be further stipulated in the Annex(es) attached hereto from time to time, which the Customer shall also abide by. In case of any discrepancy between the Annex(es) and these Terms and Conditions, in respect of the Business e-Banking, these Terms and Conditions shall prevail.
- b. As part of the Business e-Banking, the Bank may publicize upload or otherwise make available via any Internet Site financial, market or other information or data ("Information") supplied by any person (each an "Information Provider" which expression shall include any person who supplies any information to an Information Provider) or reports compiled from Information or other materials in any form, medium or means ("Reports").
- c. **The Bank has the right to determine and vary from time to time the scope particulars and type of the Business e-Banking to be made available** including, without limitation:
 - i. expanding, modifying or reducing the scope particulars and type of the Business e-Banking at any time;
 - ii. imposing and varying at any time any conditions or restrictions on the use of the Business e-Banking such as minimum and maximum daily limits with respect to the value of any transaction or dealing or any type of transactions or dealings which the Customer may conduct by using the Business e-Banking;
 - iii. prescribing and changing at any time the normal service hours during which the Business e-Banking are available and any daily cut-off time for any type of Business e-Banking. Any instruction of the Customer received by the Bank after any applicable daily cut-off time shall be deemed to be received on the next business day. The Bank may specify business day and daily cut-off time by reference to the time of various markets operating in different time-zones.

- d. The Bank may require the Customer to nominate or register specific account(s) for the purposes of the Business e-Banking.

2. Authorized Users

- a. For the purpose of Business e-Banking, the Customer shall nominate, according to such procedures as the Bank may prescribe, one or more individual(s) as shall be permitted by the Bank to act as the primary user(s) (the "Primary User") to use the Business e-Banking on behalf of the Customer as well as to further nominate cancel and manage other secondary user(s) (the "Secondary User"). The Primary User may only appoint or cancel Secondary User in accordance with such procedures as prescribed by the Bank and any of its such instructions or applications shall be deemed fully represent the Customer and bind the Customer. The Business e-Banking shall only be used by the Primary User and Secondary User (collectively, the "Authorized Users") on the Customer's behalf and not any other person can use it instead. With respect to the Business e-Banking, the Authorized Users are deemed as the Customer's representative in all aspects and the Authorized Users' using of Business e-Banking or giving out any instructions equals to the Customer's own deeds and the Bank's making any actions against the Authorized Users such as executing any instructions or serving any notices shall be regarded as against the Customer, with full binding force upon the Customer. The Customer shall guarantee and ensure that the Authorized Users comply with these Terms and Conditions and any rules of the Bank related to the Business e-Banking. **The Customer shall be fully liable to the Bank for any actions negligence and consequences made or caused by the Authorized Users' use of Business e-Banking.**
- b. To access the Business e-Banking for the first time, the Customer is required to register on-line or in such other manner as the Bank may from time to time specify and indicate its acceptance of all the terms and conditions governing the use of the Business e-Banking and to provide such information as the Bank may reasonably specify for identifying the Customer and the Authorized Users. By registering to use the Business e-Banking, the Customer warrants that all information provided by it to the Bank in relation to the Business e-Banking true, complete and up-to-date.
- c. The Customer shall not use or knowingly allow any other person to use the Business e-Banking, the Information and/or the Reports for or in connection with any illegal purpose or activity. The Customer shall notify the Bank as soon as practicable if it becomes aware of such use.
- d. (Unless certified manifest errors exist) the Bank's records associated with any use of the Business e-Banking by the Customer and the Authorized Users including any computer records shall be deemed as the sole, integral and accurate records of the Customer's using of Business e-Banking. The Bank can produce aforesaid records as evidence in any legal proceedings of any jurisdiction.

3. User Name and Password

- a. The Customer shall follow the guidance provided by the Bank on-line or otherwise in designating the user identification code (the "User Name") and the password (the "Password") for identifying it for the purposes of the Business e-Banking. The Customer may change the Password at any time but any change shall be effective only if accepted by the Bank. The User Name cannot be changed unless with the written agreement of the Bank.
- b. The Customer shall act in good faith, exercise reasonable care and diligence in keeping the User Name and the Password in secrecy. At no time and under no circumstances shall the Customer disclose the User Name and/or the Password to any other person. **The Customer shall be fully responsible for accidental or unauthorized disclosure of the User Name and/or the Password to any other person and shall bear the risks of the User Name and/or the Password being used by unauthorized persons or for unauthorized purposes.**
- c. Upon notice or suspicion of the User Name and/or the Password being disclosed to any unauthorized person or any unauthorized use of the Business e-Banking Services being made, the Customer shall notify the Bank as soon as practicable in person or by telephone or in such other manner as the Bank may from time to time prescribe (and the Bank may ask the Customer to confirm in writing any details given) and, **until the Bank's actual receipt of such notification, the Customer shall remain responsible for any and all use of the Services by unauthorized persons or for unauthorized purposes.**

4. Security Device

- a. Security Device is an electronic device designated by the Bank (but not the Bank's duty or obligation) for use by the Customer to generate one-time password. The Customer shall keep the password and Security Device secure and private at any time, and take measures to make sure it will not be used by any unauthorized persons. The Customer will notify the Bank immediately if any Security Device fails to function correctly, and the Bank will make all reasonable efforts to remedy, however but for this, **the Bank shall not be responsible for any other liabilities.**
- b. **The Bank shall have no liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Security Device. The Bank shall not be liable for any loss or damages incurred or suffered by the Customer arising from or in connection with, whether directly or indirectly, the use of the Security Device.**

5. Instructions

- a. The Customer is required to quote the User Name, the Password and the Security Device in order to log-on to the Business e-Banking and gives instructions (the "Instructions") to the Bank on-line. Instructions in connection with the Business e-Banking shall not be considered to be received by the Bank unless they are given in such manner as the Bank may prescribe and until the Bank has actually received them.
- b. The Customer irrevocably authorizes the Bank to effect debits and credits with the relevant accounts in accordance with Instructions. The Customer shall ensure that there are sufficient funds or pre-arranged credit available in the relevant account for the purpose of any Instructions. **The Bank shall not be liable for any consequence arising from or in connection with any Instructions not carried out by the Bank due to insufficiency of funds and/or credit facilities. The Bank may, however, at its sole discretion carry out any Instructions notwithstanding such insufficiency without prior approval from or notice to the Customer and the Customer shall be fully responsible for any overdraft, advance or debit created as a result.**
- c. By designating any relevant account, the Customer authorizes the Authorized Users to operate singly such account by using the Business e-Banking (but not by any other means) irrespective of any contrary provision or arrangement for operating such account (including any transaction limit) currently applicable to such account. For the avoidance of doubt, any such contrary provision or arrangement with the aforesaid shall be deemed to be amended to the extent necessary to give effect to this Clause 5(c). The Customer acknowledges that, subject to any daily limits or other restrictions which may be imposed by the Customer and/or the Bank in using the Business e-Banking, the Authorized Users may give instructions to operate any and all of the Customer's relevant accounts in any manner as they think fit (including, without limitation, withdrawing and/or transferring funds from the accounts to themselves and/or any other persons whether or not for their own use and benefit). **The Customer authorize the Bank to carry out all instructions in accordance with these Terms and Conditions and confirm that the Bank is not under any duty to verify the propriety or integrity of any instructions.**
- d. **Any instruction given by quoting the User Name the Password and the Security Device, once given, will be deemed as the Customer's true valid Instructions and may not be rescinded or withdrawn without the consent of the Bank or the relevant member of the HSBC Group.** All such instructions given, as understood and acted on by the Bank or the relevant member of the HSBC Group in good faith, shall be irrevocable and binding on the Customer whether given by the Customer or the Authorized Users or by any other person purporting to be the Customer or the Authorized Users. The Customer shall be fully responsible for the accuracy, sufficiency and integrality of all Instructions sent through the Business e-Banking (including but not limited to any Instructions to debit the accounts). **The Bank is not liable for any loss or delay caused where the contents of a Customer Instruction are inaccurate or incomplete. The Bank and the relevant member of the HSBC Group shall be under no duty to verify the identity or authority of the person giving any such Instruction or the authenticity of such Instruction** apart from verifying the User Name the Password and the Security Device.
- e. The Bank will only act on an Instruction insofar as it is in the Bank's opinion practicable and reasonable to do so and in accordance with its regular business practices and procedures. **The Bank may, in absolute discretion (but not the Bank's obligation) and without liability, refuse to act on or delay acting on a Customer Instruction if, without limitation:**
- i. It is a request or instruction the effect of which would be to exceed a limit imposed by the Bank upon the Customer or upon the Authorized Users;
 - ii. the Bank knows of or suspects a breach of security in respect of or in connection with the operation of one or more of the Customer's accounts or the Business e-Banking generally;
 - iii. the Bank has suspended or terminated providing Business e-Banking pursuant to these Terms and Conditions;
 - iv. acting on it would be inconsistent with the Bank's regular business practices and procedures;
- In the event that the bank does not act on or delay acting on a Customer Instruction pursuant to this Clause, the bank shall notify the Customer of this as soon as is reasonably possible.
- f. A transaction being carried out is not always simultaneous with a Customer Instruction being given. Please pay attention some matters may take time to process and certain Customer Instruction may only be processed during normal banking hours even though the Business e-Banking is on-line and may be accessible outside such hours.
- g. Advice or confirmation that an Instruction has been received will be provided by the Bank on-line. Such advice or confirmation shall be deemed to have been received by the Customer immediately after transmission and it is the duty of the Customer to enquire or check such advice or confirmation timely. It is also the duty of the Customer to enquire with the Bank if an advice or confirmation is not received within the time usually required for a similar advice or confirmation to be received. **The Bank shall not be liable for any delay or losses caused as a result of the Customer's failure to perform the aforesaid.**

- h. The Customer acknowledges and agrees that there may be a time lag in transmission of instructions, information or communication via the Internet. Information relating to any account or transaction available on-line might not always reflect the current situation upon the Customer's inquiry and is for reference only. However, the Bank's records of such account and transaction and any use of the Business e-Banking shall be conclusive unless and until the contrary is established.
- i. The Bank shall be entitled to effect any payment and to require the Customer to effect any payment in any currency as the Bank may prescribe. Where a conversion of one currency into another currency is required, such conversion shall be effected at the rate determined by the Bank to be prevailing in the relevant foreign exchange market at the relevant time, and such determination is to be conclusive and binding on the Customer.
- j. Any exchange rate, interest rate, dealing rate and other prices and information quoted by the Bank on the Internet Site or otherwise in response to an on-line inquiry is for reference only and is not binding. Any rate, price and information offered by the Bank for the purpose of the relevant transaction shall be binding on the Customer upon its acceptance irrespective of any different rate, price or information quoted by the Bank.
- k. As part of certain of the Business e-Banking, if the Customer issues a Customer Instruction requesting the Bank to forward certain information to third parties and the Bank agrees to act on such request, the Bank will use reasonable efforts to forward any such information to the address specified in the relevant Customer Instruction within the reasonable time after receiving the Customer's such Instruction. The Customer shall be fully responsible for the accuracy and validity of the address and must ensure information the Customer asks the Bank to forward is legitimate, complete, accurate and will not give rise to any complaint or litigation (e.g. the information shall not be in relation to any defamation, privacy or infringement of any other third party's rights).
- l. Concerning the using of Business e-Banking, the Customer may issue instructions to the Bank from time to time in writing (the "Written Instruction(s)"). Such Written Instructions shall be given in such manner as the Bank may prescribe from time to time and only take effects until the Bank has actually received them. Where any Written Instruction is sent by email, facsimile transmission or other electronic communication, **the Customer hereby authorize the Bank from time to time without further confirmation or authority from the Customer to act upon such Instruction, and the Customer agrees that the Bank shall not be liable for any loss or damage suffered by the Customer or any third party arising from the email facsimile transmission or other electronic communication being unauthorized or fraudulent and the Customer agrees to keep the Bank fully indemnified against any loss arising therefrom. If any delay or losses are caused as a result of the Bank's execution the Customer's Written Instructions the Bank shall not take any responsibilities.** The Bank may refuse to act on a Customer Instruction if the Bank notes there exists any inaccuracy or conflict in such Customer Instruction, but the Bank shall notify the Customer of this as soon as is reasonably possible and **the Bank shall not be liable for any delay or loss arising therefrom.**

6. Fees

The Bank reserves the right to charge fees in relation to the use and/or termination of the Business e-Banking and to revise such fees. The Bank shall determine and give reasonable notice to the Customer of the rate of any fee from time to time before they become effective which shall be binding on the Customer if the Customer continues to maintain or use the Business e-Banking on or after the effective date. Fees may be collected from the Customer in such manner and at such intervals as the Bank may specify.

7. Customer Acknowledgements, Undertakings and Responsibilities

- a. The Customer warrants that it shall provide such information as the Bank may from time to time reasonably request for the purposes of Business e-Banking. The Customer authorizes the Bank to make use of information relating to the Customer, the Authorized Users, its accounts and/or the transactions executed by the Bank on behalf of the Customer (collectively, the "Customer Data") according to the policy provided by the Bank in connection with the use of customer information or that of similar nature and to disclose or transfer the same to the following persons (whether in the People's Republic of China or abroad) under any of the following situations:
 - i. any assignee or proposed assignee of the Bank or participant in any of its rights in relation to the Customer or any assignee of the Bank in relation to all or any of its assets business or any person whose rights are connected with the Customer;
 - ii. the Bank's parent office and any branch, members of Hang Seng Group and/ or members of HSBC Group, (collectively "the Bank's Connected Parties") for any purpose, including but not limited to any further disclosure to any administrative or supervisory authorities, any courts in any jurisdiction;
 - iii. the Bank or the Bank's Connected Parties' related company, associate, agent (including any contractor or third party service provider who provides administrative, telecommunications, computer, payment or clearing data processing credit investigation debt collection or other services to the Bank or the Bank's Connected Parties in connection with the operation of their business), representative professional advisers, credit reference agencies, debt collection agencies, any third party for marketing purposes or any financial institutions for the purpose of providing banker's or credit references, or any other person, institutions or organizations on the premise that the Bank considers it

necessary or appropriate for the business or operation of the Bank to disclose to such person, institutions or organizations, or necessary to satisfy any laws, regulations, orders any rules, directions, guidelines, codes, notifications or restrictions issued by any supervisory authorities, government organs, exchange or professional associations (no matter it has the effect of law or not) applicable to the Bank or the Bank's Connected Parties and/or the asset (generally known as the "Applicable Law") ;

- iv. the Bank or the Bank's Connected Parties' auditor accountant or legal counsel;
- v. any disclosure for the purpose of complying any Applicable Law or court order in any jurisdiction or the orders of any supervisory authorities government organs or industry association which the Bank shall subject to;
- vi. any other disclosure authorized by the Customer under other agreements between the Customer and the Bank.

The Customer guarantees that the above authorization has obtained the consent of the Authorized Users or other third parties involved (if applicable) and will maintain such consent. The Customer's authorization in respect of the Customer Data the Bank possesses upon the termination of the Business e-Banking shall not be prejudiced or revoked due to the termination of the Business e-Banking whether by the Customer or the Bank.

- b. The Customer shall not, and shall not attempt to decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain access to, any part of the Business e-Banking or any Internet Site or any software comprised in them.
- c. The Customer acknowledges that it is its responsibility to determine independently market prices and rates for trading purposes through its usual trading channels, to verify any Information and/or Report before relying or acting on it and to seek independent professional advice on legal, tax and other issues in connection with the use of the Business e-Banking, the Information and the Reports, these Terms and Conditions and any transactions and dealings which may affect the foregoing under all applicable laws. The Bank shall not be regarded to have given any advice suggestion guarantee or undertaking in these aspects and the Bank is not the Customer's consultant or fiduciary.
- d. **The Customer confirms and unconditionally accepts and agrees that the Bank shall not be responsible for any loss caused by technical failure or mis-use or unauthorized use of Business e-Banking and/or code, or disclosure of account information to any person by the Bank, or any security transactions, or acts done in accordance with security instructions under Business e-Banking. The Customer may be responsible for unauthorized use if the Customer fails to comply with the security requirements. The Bank will not be responsible under any circumstances.**
- e. **The Customer shall be alert of the risks associated with the Business e-Banking**, which include but not limited to the risks of the account data divulge, fund embezzlement and malicious account operation as the password and data for logon Business e-Banking are figured out stolen or obtained by virus or fake website etc. by other parties; or the risks of un-authorized use by the Authorized Users and financial losses caused and other risks the Bank reminds of from time to time in the Internet Site. **It is the Customer's responsibility to take appropriate measures to monitor and control the use of the Business e-Banking from time to time, the appointment or change of the Authorized Users and the relevant accounts, and to adopt proper safeguards against the Business e-Banking being used by unauthorized persons or for unauthorized purposes**, which include without limitation, prescribing daily maximum limits or other restrictions on the amounts which the Authorized Users may debit, withdraw or transfer from the relevant accounts. The Customer agrees to comply with these Terms and Conditions and any other reasonable instructions or recommendations the Bank may issue to the Customer regarding Business e-Banking security.
- f. The Customer shall, at the request of the Bank, execute such forms and/or documents, provide such information and perform such acts as the Bank may consider necessary or expedient in connection with the provision of the Business e-Banking and the performance, exercise and preservation of its obligations, powers and rights under these Terms and Conditions.
- g. The Customer warrants that it has full power and authority to accept these Terms and Conditions and perform its obligations hereunder and that all necessary corporate or administrative actions and approvals (including but not limited to government approvals) have been taken to authorize acceptance of these Terms and Conditions, performance of its obligations and use of the Business e-Banking. The Customer further warrants that such acceptance performance and use shall not contravene or conflict with any provision of its constitutional documents or applicable laws.
- h. The Customer confirms that any electronic approach (e.g. email, the internet or otherwise) is not safe to transfer sensitive data and any such communications may be intercepted, stolen, amended or otherwise interfered with by third parties. The Customer shall bear any risk caused by such communications. **The Bank shall not be liable for any leakage of confidential information or any other loss as a result of any unauthorized third person's access to or any improper use of any information related with the communication between the Bank and the Customer or with any third party according to the Customer's instructions.**

8. Intellectual Property, Information and Information Providers

- a. The Customer acknowledges and agrees that **the Business e-Banking, the Information, the Reports and their form,**

format, mode or method of compilation, selection, configuration, presentation and expression (collectively "Confidential Information") are trade secrets and confidential and proprietary property of the Bank and the respective Information Providers, and the Customer shall be liable to keep them confidential.

- b. Unless expressly permitted by these Terms and Conditions, the Customer shall not, and shall not attempt to:
 - i. sell, transfer, disclose, assign, convey, lease, sub-license, share, loan, distribute, transmit, broadcast, cablecast, put in circulation, download, reproduce, duplicate or otherwise provide or disseminate any Confidential Information in any form or by any means to any other person or commercially exploit any Confidential Information;
 - ii. any changes including removing, obliterating, erasing, relocating or modifying in any way any proprietary marking on or appearing with the Confidential Information including, without limitation, any trademark or copyright notice; or
 - iii. incorporate or combine the Confidential Information with any other programmes.
- c. The restrictions on disclosure shall not apply to any Confidential Information:
 - i. where the disclosure is compelled by law but only to the extent required by law and only after written notice of the requirement to disclose has been given by the Customer to the Bank; or
 - ii. where the Bank has expressly agreed in writing to the disclosure.
- d. The Customer agrees that all right, title and interest in and relating to the Confidential Information and any and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works are and shall remain the exclusive property of the Bank and the respective Information Providers. No right, title or interest other than the right to access the Business e-Banking, the Information and the Reports subject to these Terms and Condition is conveyed or transferred to the Customer or any third party. The Customer shall not make any representation or do any act which may be taken to indicate that the Customer has any such right, title or interest.
- e. An Information Provider may impose from time to time terms and conditions in relation to the availability of any Information supplied by it. Access to such Information by the Customer on or after the effective date, subject to prior notification, of such terms and conditions shall constitute acceptance of such terms and conditions by the Customer.
- f. The Information and the Reports are made available for reference only and are not intended for trading or other purposes. Neither the Bank nor any Information Provider shall be considered a fiduciary or an investment adviser to the Customer.
- g. **Neither the Bank nor any Information Provider warrants, represents or guarantees the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any of the Information or the Reports or whether it is fit for any purpose. Nor does either of them assume any liability (whether in tort or contract or otherwise) for any reliance on the Information or the Reports by the Customer or any other person.**
- h. The Information will be made available as it is supplied directly to the Bank with the Information Provider identified. **The Bank does not endorse or express any comment on any Information supplied by any Information Provider nor assume any duty to check or verify any Information. No warranty, representation or guarantee of any kind relating to the Business e-Banking, the Information and/or the Reports is given or may be implied and no employee or agent of the Bank or any information Provider is authorized to give any such warranty, representation or guarantee.**

9. Liabilities of the Bank

- a. The Bank will take reasonably practicable steps (to the extent required by the laws and meeting the standard market practice) to ensure that its systems in connection with the Business e-Banking are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to the Bank from time to time.
- b. **None of the Bank, any member of the HSBC Group or any Information Provider warrants or represents that the Business e-Banking, the Information and the Report are free from virus or other destructive features which may adversely affect the hardware, software or equipment of the Customer.**
- c. **Unless Clause 10(b) applies or due to the gross negligence or willful default of the Bank, any member of the HSBC Group or their respective officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom or the amount of the relevant transaction (whichever is less), neither the Bank nor any member of the HSBC Group assumes any liability or responsibility to the Customer or any other person for the consequences arising from or in connection with:**
 - i. **use of the Business e-Banking and/or access to any Information Report or other data as a result of such use by the Customer or any other person whether or not authorized;**

- ii. any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Business e-Banking, in transmitting instructions or information relating to the Business e-Banking or in connecting with the Internet Site(s) caused by any acts, omissions or circumstances beyond the reasonable control of the Bank including, without limitation, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any law, rules, regulations, codes, directions, regulatory guidelines or government order (whether or not having the force of law); and
 - iii. transmission and/or storage of any information and/or data relating to the Customer, the Authorized Users, the Business e-Banking and/or transactions or dealings conducted pursuant to the Business e-Banking through or in any system, equipment or instrument of any communication network provider; and
 - iv. any equipment, software or associated user documentation which any equipment provider supplies for use in connection with Business e-Banking including, without limitation, the Security Device; and
 - v. any facility or services or otherwise through which the Customer access Business e-Banking which are not controlled by the Bank.
- d. In no event shall the Bank, any member of the HSBC Group or any Information Provider be liable to the Customer, the Authorized Users or any other person for any incidental, indirect, special, consequential or exemplary damages (including, without limitation, any loss of use, revenue, profits savings or loss of data), whether or not the Bank has been advised of the possibility of such loss or damage.

10. Liabilities of the Customer

- a. Unless Clause 10(b) applies, the Customer shall be fully liable and responsible for all consequences arising from or in connection with use of the Business e-Banking and/or access to any Information or Report or any other information as a result of such use by the Customer, the Authorized Users or any other person (whether or not authorized).
- b. Without prejudice to Clause 3(c) and if, in the reasonable opinion of the Bank, there is not negligence, fraud or fault on the part of the Customer and the Authorized Users, the Customer shall not be liable for loss or misplacement of funds caused by unauthorized transaction conducted through the use of the Business e-Banking as a result of:
 - i. a computer crime on the condition that which should have been prevented by the risk control and management measures had the Bank adopted such measures in accordance with Clause 9(a);
 - ii. a human or system error of the Bank; or
 - iii. a missed or mis-directed payment caused by the gross negligence or willful default of the Bank, its officers or employees.
- c. The Customer shall indemnify on a full indemnity basis the Bank, any member of the HSBC Group, any Information Provider and their respective officers and employees against all liabilities, claims, demand, losses, damages, cost, charges and expenses of any kind (including, without limitation, legal fees and attorney fees) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Business e-Banking, the Information and/or the Reports or any breach by the Customer of these Terms and Conditions and any applicable laws, or the exercise or preservation of the Bank's powers and rights under these Terms and Conditions, unless due to the gross negligence or willful default of the Bank, any member of the HSBC Group, any Information Provider or their respective officers or employees or unless Clause 10(b) applies.

11. Software and Hardware

- a. The Bank may change, modify or update its softwares, hardwares, operation system etc. The Customer shall from time to time purchase, maintain and update all softwares, computers and communication system to accept and use the Business e-Banking compliant with the system of the Bank at the cost of the Customer. It is the Customer's own duty to ensure that its softwares, hardwares and operation system comply with those of the Bank and the Bank has no duty to provide any support in this regard.
- b. The Customer shall take all reasonable and applicable measures to ensure that the computers and other equipment connected with the Business e-Banking unaffected by any viruses or similar equipment or software. The Customer may connect the Business e-Banking by public systems that could not be controlled by the Bank, such as the internet or other means, hence, the Customer must ensure that the computers and other equipment connected with the Business e-Banking are unaffected by any viruses and other destructive or disruptive components.
- c. If the Customer uses the Business e-Banking in the countries or jurisdiction outside PRC, the Customer shall comply with the local laws of those countries. The Bank shall not be liable for any loss or damage suffered by the Customer as a

result of not being able to use Business e-Banking in the country or jurisdiction outside PRC.

- d. Due to the nature of Business e-Banking, **the Bank will not be responsible for any loss of or damage to the Customer's data, software, computer, computer networks, telecommunications or other equipment caused by using Business e-Banking** unless such loss or damage is directly and solely caused by the Bank's negligence or deliberate default.

12. Force Majeure

The Bank or the Customer will not be liable for delay in performing or failure to perform any of its obligations under these Terms and Conditions which is caused by circumstances beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, war, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving the Bank's or the Customer's employees). Any delay or failure of this kind will not be deemed to be a breach of these Terms and Conditions and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.

13. Variation and Termination

- a. **Subject to the applicable laws and regulations, the Bank may, at any time, suspend or terminate all or any of the Business e-Banking or their use by the Customer or the Authorized Users.** In the event that the Bank has levied any charge to the Customer which is specifically expressed to be for a particular service which is not available (which for the avoidance of doubt shall not mean any periodic fee charged for the Business e-Banking as a whole) then the Bank will reimburse the Customer this sum. **Other than reimbursing any sum as set out above, the Bank will have no further liability to the Customer.**
- b. **Without prejudice to other terms specified herein, in the event of any of the followings, the Bank may, in its absolute discretion (but not the Bank's obligation) and without liability, stop the use of the Business e-Banking by the Customer and the Authorized Users without prior notice to or approval from the Customer:**
- i. **the Customer makes an unlawful profits or damages to the others due to the system errors or breakdown of the Business e-Banking;**
 - ii. **using the Business e-Banking for illegal transactions or for unlawful purposes;**
 - iii. **in the Bank's opinion the Business e-Banking is possibly used by third parties in the fake entity of the Customer.**
- c. The Customer may terminate the use of the Business e-Banking at time by giving to the Bank not less than five working days' prior written notice.
- d. All provisions of these Terms and Conditions which in order to give effect to their meaning need to survive the suspension or termination of the Business e-Banking and/or the use of the Business e-Banking shall remain in full force and effect after suspension or termination including, without limitation, Clauses 7, 8, 9, 10 and 11. Notwithstanding such suspension or termination, the Customer shall continue to be bound by these Terms and Conditions to the extent that they relate to any obligations or liabilities which remain to be performed or discharged.

14. Set-off

The Bank is entitled at any time and without prior notice to the Customer to combine or consolidate any balances standing to the credit of any of the Customer's account with the Bank (no matter in the name of the Customer solely or in the name of the Customer and any other people jointly) and set off, debit withhold and/or transfer any sum thereof in or towards satisfaction of any of the obligations, indebtedness and liabilities owed by the Customer to the Bank in whatever capacity, whether actual or contingent or joint or several, in whatever place of payment, in whichever branch or whatever currency in connection with the obligations of the two parties. Where set-off requires the conversion of one currency into another, such conversion shall be calculated at the exchange rate reasonably determined by the Bank at the time of Set-off. If the liability is not determined, the Bank may examine and calculate it in accordance with the information kept by the Bank and set it off.

15. Amendments

The Bank may revise these Terms and Conditions at any time and from time to time. The Bank may give notices of such revisions to the Customer or announce to the public by posting it on the Internet Site(s) or by display, advertisement or other means as the Bank thinks fit. Any revisions shall become effective and binding on the Customer if it continues to maintain or use the Business e-Banking on or after the receiving of the relevant notices.

16. Communication

- a. The Bank shall be entitled to prescribe, from time to time, the form of notice (whether written or any other form) in connection with the Business e-Banking and the mode of communication with respect to each type of such notices to be

given effect.

- b. Unless the Terms and Conditions stipulate or the Bank notifies otherwise, communications delivered personally, sent by post, facsimile transmission, telex or e-mail shall be deemed to have been received by the Customer at the following time: where delivered personally, at the time of personal delivery or on leaving it at the address last notified in writing by the Customer to the Bank, where sent by post, two days after posting if such address is in the PRC or seven days after posting if such address is outside the PRC, or where sent by facsimile transmission, telex or e-mail, immediately after transmitting to the facsimile or telex number or e-mail address last notified in writing by the Customer to the Bank. Communications sent by the Customer to the Bank shall be treated as delivered to the Bank on the day of actual receipt.

17. Severability

Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

18. Waiver

No act, delay or omission by the Bank shall affect its rights, powers and remedies under these Terms and Conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these Terms and Conditions are cumulative and not exclusive of the rights and remedies provided by law.

19. Miscellaneous

- a. These Terms and Conditions are also binding on any lawful successor of the Customer.
- b. In these Terms and Conditions, references to "person" include an individual, a company, sole proprietorship, a partnership, a government body or authority, other institutions or entities.
- c. In these Terms and Conditions, references to "Transaction" mean generally any and all banking services, such as any transfer, withdrawal, deposit, transaction, dealing, accepting and processing bills, notifications, acts or otherwise effected by the Bank pursuant to or as a result of an instruction given to the Bank by the Customer.
- d. The Bank may appoint any person as its agent (including any law firm or other authorized debt collection agency or solicitor) to collect any or all indebtedness owed by the Customer to the Bank and the Customer shall be responsible for all costs and expenses of reasonable amount and reasonably incurred by the Bank for that purpose on each occasion.
- e. The Bank referred to in these Terms and Conditions, in respect of any Transaction made via the Business e-Banking means the branch or sub-branch of Hang Seng Bank (China) Limited where the Customer's account through which the relevant Transaction is made was opened; and in respect of the application use cancellation of the Business e-Banking generally and not related to any Transactions made via Business e-Banking, (such as change the Authorized Users, re-setting password or change the Security Device etc.) means the branch or sub-branch of Hang Seng Bank (China) Limited with which the Customer submitted the application for the Business e-Banking.

20. Governing Law and Jurisdiction

- a. The Business e-Banking and these Terms and Conditions and the rights and obligations of each party under these Terms and Conditions shall be governed by and construed in accordance with the laws of the People's Republic of China (for this purpose excluding Hong Kong SAR, Macau SAR and Taiwan, "PRC").
- b. Any dispute arising from the performance of these Terms and Conditions or in connection with them may be resolved by negotiation between the Customer and the Bank. If it could not be resolved by negotiation, in respect of the dispute related to any Transaction made via the Business e-Banking, the agreement regarding the jurisdiction contained in the Specific Transactional Terms and Conditions or the Annex applicable to the Transaction as referred to in the above Clause 1(a) shall apply or in the event there is no such an agreement or the dispute is not related to any Transaction made via the Business e-Banking but only connected with Business e-Banking generally, the Customer or the Bank may take proceedings in the court of competent jurisdiction in the place where the Bank is situated. These courts' jurisdictions are all non-exclusive and the Bank (including its branches/sub-branches) may submit to other courts of competent jurisdiction. Any of the Terms and Conditions other than those in dispute shall be enforced during the proceedings.

21. Contact Details

In the course of using Business e-Banking, the Customer may seek assistance from the Bank according to the contact details as specified by the Bank in the Internet Site.

Annex I: Supplementary Terms and Conditions for Remittance

1. All the Bank's terms and conditions for remittance should be checked carefully by the Customer.
2. The Customer shall have no right to cancel, revoke or amend any application or any terms thereof in relation to the remittance without the Bank's written consent.
3. The Bank is entitled to reimbursement from the Customer for the expenses incurred by the Bank, the Bank's correspondents and agents. The Bank is entitled to receive and retain any benefit in whatever form from a party or parties through whom transaction(s) is/are effected in connection with any remittance application.
4. The Bank may, in absolute discretion, effect the transfer by Clearing House Automated Transfer, telegraphic transfer or any other method.
5. The Bank may send any message relative to the transfer in explicit language, code, cipher or any form of electronic transmission signals and **is not to be liable for errors, neglects, or defaults of any correspondents, sub-agent, or other agency.**
6. **The Bank shall not be liable for any loss or damage due to the following: Error, mutilation, loss, omission, interruption or delay in transmission or delivery or otherwise of any item, message, signal, letter, telegram or cable; or the actions of omission of the Bank's correspondents, sub-agent, other agency, the Clearing House or any other party, or declared or undeclared war; censor-ship; blockade; insurrection; civil commotion; or any law, decree, regulation, control, restriction or other act of a domestic or of foreign government or other group or groups exercising governmental powers, whether de jure or de facto, or breakdown or mal-function in or of any computer, mechanical or electronic instruments, apparatus or device; or any other act or event beyond the Bank's control.**
7. Applications for same day value are subject to cut-off time related to the geographical location of the destination.
8. All outward remittance are subject to the rules and regulations of the State Administration of Foreign Exchange and other related authorities.